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4 UNITED STATES DISTRICT COURT
5 WESTERN DISTRICT OF WASHINGTON
6 AT SEATTLE

7 ARIFF GULAMANI and SHAIROSE
8 GULAMANI, husband and wife,

9 Plaintiffs,

10 v.

11 UNITRIN AUTO AND HOME
12 INSURANCE COMPANY,

13 Defendant.

C19-1475 TSZ

MINUTE ORDER

14 The following Minute Order is made by direction of the Court, the Honorable
15 Thomas S. Zilly, United States District Judge:

16 (1) Plaintiffs' motion, docket no. 28, for an extension of time to submit a
17 supplemental authority, namely *Ochoa v. Progressive Classic Ins. Co.*, 172 Wn. App.
18 688, 296 P.3d 906 (2012), is GRANTED.

19 (2) Plaintiffs' motion, docket no. 22, to certify certain questions to the
20 Washington Supreme Court, pursuant to RCW 2.60.020, is DENIED.

21 (3) Plaintiffs' motion, docket no. 32, for partial summary judgment regarding
22 defendant's affirmative defense and unpled counterclaim for recovery of funds tendered
23 unconditionally is RENOTED to March 13, 2020.

(4) Defendant's motion for summary judgment, docket no. 11, is GRANTED
in part and DEFERRED in part as follows. In light of plaintiffs' concession that
defendant Unitrin Auto and Home Insurance Company ("Unitrin") did not provide an
umbrella policy to plaintiffs for the period during which the motor vehicle accident at
issue occurred, *see* Pla.'s Resp. at 2 (docket no. 17), plaintiffs' claims premised on an
umbrella policy are DISMISSED with prejudice. Defendant's motion for summary
judgment, docket no. 11, is otherwise DEFERRED and RENOTED to February 21, 2020.

1 (5) On or before February 14, 2020, plaintiffs shall file a supplemental
2 response to Unitrin's motion for summary judgment, not to exceed twelve (12) pages in
length, addressing the following issues:

3 (i) what evidence, if any, exists in the record that would lead a rational
4 trier of fact to find plaintiffs' damages relating to the collision at issue exceed the
\$100,000 limit on Dmitri Bouianov's automobile liability insurance policy;

5 (ii) whether Unitrin's unconditional tender of \$25,000, in full payment
6 on the underinsured motorist ("UIM") claim at issue, and plaintiffs' apparent
acceptance of such amount, render this case moot;

7 (iii) whether, and to what extent do, the proceeds of the settlement of
8 plaintiffs' legal malpractice claim reduce the UIM benefits at issue, and how much
did plaintiffs receive; *see Harford Cas. Inc. Co. v. Farrish-LeDuc*, 882 A.2d 44
(Conn. 2005); and

9 (iv) whether plaintiffs' recovery on their legal malpractice claim
10 precludes their breach of contract, bad faith, and Consumer Protection Act claims
in this matter; *see Matson v. Weidenkopf*, 101 Wn. App. 472, 484, 3 P.3d 805
11 (2000) ("The measure of damages for legal malpractice is the amount of loss
actually sustained as a proximate result of the attorney's conduct."); *Bush v.*
12 *O'Connor*, 58 Wn. App. 138, 147, 791 P.2d 915 (1990) ("the insurer stands in the
shoes of the underinsured motorist and provides its insureds with the coverage the
underinsured motorist's insurance would have provided").

13 (6) Unitrin may file a supplemental reply in support of its motion for summary
14 judgment, not to exceed eight (8) pages in length, on or before the new noting date.

15 (7) The Clerk is DIRECTED to seal Exhibit 5 to the Declaration of Janine
16 Tipsord, docket no. 15-6, which contains the full birthdate of plaintiff Ariff Gulamani.
See Local Civil Rule 5.2(a)(1).

17 (8) The Clerk is further DIRECTED to send a copy of this Minute Order to all
18 counsel of record.

19 Dated this 30th day of January, 2020.

20 William M. McCool
Clerk

21 s/Karen Dews
22 Deputy Clerk
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